

NIST IAD DSE Pilot Evaluation Participant Agreement

(Version 1.2)

§1. Definitions

(A) In the remainder of this document the term *Personally Identifiable Information (PII)* is as defined in OMB Memorandum M-07-1616.

“The term ‘PII,’ as defined in OMB Memorandum M-07-1616 refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual” (Quote taken from <http://www.gsa.gov/portal/content/104256>)

(B) In the remainder of this agreement the term “*participant*” refers to the signatory to this Agreement, “*participants*” refers jointly to all parties who have signed a NIST IAD DSE Pilot Evaluation Participant Agreement. In the remainder of this document the term “*research group*” refers to the group of researchers working with the participant, of which the participant has signed on behalf of the research group.

§2. Authorities

NIST enters into this Agreement under the authorities granted under Title 15 USC Sections §272.C.6 and §272.C.16.

§3. Licensing and Use of the Data

(A) Much of the data is publicly available. For that data, the National Institute of Standards and Technology (NIST) will provide URLs (Uniform Resource Locators) rather than providing the data directly. Participants are required to abide by the terms of use of the data sets of the respective data owners.

(B) Concerning the data distributed to participants by NIST: the Research Group agrees to receive data owned by CHART (Coordinated Highways Action Response Team) and the CATT Lab (Center for Advanced Transportation Technology Laboratory) and to use the material received under this agreement (the “Data”) only for purposes of the NIST Data Science Pilot Evaluation. Research Group may include limited excerpts from the Data in articles, presentations, reports, and other documents describing the

results of work performed in the NIST Data Science Pilot Evaluation. Research Group further agrees not to otherwise share, publish, retransmit, disclose, display, copy, reproduce or redistribute the Data to others outside of Research Group. Exceptions require express written permission both from NIST and the owners of the respective data sets.

(C) The participant and the participant's research group agree to not record any information that in some way may be used to identify a vehicle and to not make an attempt to identify the individuals who were involved in a traffic incident. Furthermore, The participant will not use the data in any way that attempts to identify or recognize a vehicle or person, or any personally identifiable information <http://www.gsa.gov/portal/content/104256>. This clause is expanded to protect and limit the use of vehicle license plate numbers and vehicle registration numbers.

(D) At the end of the NIST IAD DSE Pilot Evaluation or upon earlier termination of this Agreement, the Research Group agrees to delete the Data distributed to participants by NIST and any data files derived from that data from any computer or media onto which it has been copied on or before October 31, 2017; The Research Group agrees to do this regardless of whether the Research Group fully participated in the pilot, partially participated from the pilot, or withdrew from the evaluation. Exceptions require express written permission both from NIST and the owners of the respective data sets.

§4. Evaluation Rules

(A) The participants agree to abide by the rules of the NIST IAD DSE Pilot Evaluation, including those described in this document as well as those stated in the *NIST IAD DSE Pilot Evaluation Plan*, which include but are not limited to:

- 1) Humans may not interact with the test data in any way, e.g. reading the test files or watching the test videos is prohibited.
- 2) Participants are free to do what they wish with their own presentations, but may neither redistribute nor publish presentations from another participant without that participants' explicit permission. Further, as expressed in the evaluation plan, publicly claiming to "win" the evaluation is strictly prohibited. The results reported by NIST are not to be construed, or represented, as endorsement of any participant's system, or as official findings on the part of NIST or the U.S. Government.

(B) Each participant is allowed to withdraw from the NIST IAD DSE Pilot Evaluation at any time before its results are received by NIST as submissions to one or more tasks or before NIST has given each participant its scores for one or more of the submitted tasks. There is no penalty for withdrawing from the pilot. Note that per clause §3.D, the Research group agrees to delete the data obtained by NIST on or before October 31, 2017.

§5. Warranty and Limitation of Liability

(A) All data is provided “AS IS” and neither NIST nor CHART (Coordinated Highways Action Response Team) nor the CATT Lab (Center for Advanced Transportation Technology Laboratory) NIST, CHART and CATT LAB MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND DATA ACCURACY. NEITHER NIST, CHART NOR CATT LAB SHALL BE LIABLE, AND YOU HEREBY RELEASE NIST, CHART and CATT LAB FROM LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, ARISING FROM OR RELATING TO THE DATA EVEN IF NIST, CHART and/or CATT LAB HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

§6. Termination and Effective Dates

This Agreement becomes effective upon the date of signature, but in no event later than October 15, 2016. No Agreements will be accepted after October 15, 2016. This Agreement remains in effect until October 31, 2017 at which times it expires or until earlier terminated by either party. Either party may terminate this Agreement upon fifteen (15) days written notice to the other party. Upon termination or expiration of this Agreement, each participant agrees to delete all data they have received pursuant to this Agreement.

Signature

To participate in the NIST Data Science Pilot the participant shall send a signed copy of this agreement by facsimile to the NIST, either via a scanned email attachment with signatures, a copy via postal mail, or a faxed copy.

Scanned Email Attachment

datascience@nist.gov

*or***Postal Mail**

Attn: Peter Fontana

NIST

100 Bureau Drive, Mail Stop 8940

Gaithersburg, MD 20899-8940

*or***Fax**

Attn: Peter Fontana

+1 (301) 670-0939

Organization: _____

Name: _____

Mailing address: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

(By signing and returning this form to NIST you are registering your site as a participant in the NIST Data Science Pilot Evaluation, and acknowledging that you have read and will abide by the protocols as described in the official evaluation plan.)